

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JIM HAWVER,

Plaintiff,

Case No. 21-cv-1646 (GRB) (ARL)

**DEFENDANT CANON U.S.A.,
INC.'S RULE 68 OFFER**

- v -

CANON U.S.A., INC.,

Defendant.
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TO: Plaintiff and his Counsel of Record

Pursuant to Federal Rule of Civil Procedure 68, Defendant Canon U.S.A., Inc. ("CUSA") hereby offers to allow judgment to be entered against it in this action as follows:

1. For all damages sought by Plaintiff in this action against CUSA, a payment in the total amount of Thirty-Two Thousand dollars (\$32,000.00), which is the total amount that CUSA shall be obligated to pay on account of any liability claimed herein, including, but not limited to, on account of reasonable costs of suit, disbursements, and attorneys' fees that Plaintiff has accrued to this date and accrued pre-judgment interest.

2. This offer of judgment is made for the purposes specified in Federal Rule of Civil Procedure 68. It is not admissible in evidence. This offer of judgment is intended to resolve, finally and fully, all of Plaintiff Jim Hawver's claims against CUSA, and shall not be construed as an admission either that CUSA is liable in this action or that Plaintiff has suffered any damages.

3. By accepting this offer of judgment, Plaintiff agrees that the final disposition of this action is a condition of this offer of judgment.

4. Acceptance of this offer of judgment must be made by service of written notice of acceptance within fourteen days after service of this offer of judgment. Such written notice must

accept the offer as stated, without qualification or variation. This offer of judgment shall be deemed withdrawn unless accepted within fourteen days after service of this offer.

5. If this offer is not accepted and any judgment obtained by Plaintiff is not more favorable than the offer, Plaintiff shall pay the costs, including reasonable attorneys' fees, incurred by Defendant CUSA after the making of this offer.

6. By making this offer of judgment, CUSA does not waive, and expressly preserves, all claims and/or defenses available in this action.

Dated: November 18, 2021

Respectfully submitted,

By: /s/ Melissa Raphan
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